



**Colorado River Commission of Nevada
555 East Washington Avenue, Suite 3100
Las Vegas, Nevada 89101**

**REQUEST FOR PROPOSALS
Contract No. SA-15-03**

**Transmission and Distribution System
Support Services**

Issued For Bid
October 5, 2015

**TRANSMISSION AND DISTRIBUTION SYSTEM
SUPPORT SERVICES
CONTRACT NO. SA-15-03**

Table of Contents

<u>Item</u>	<u>Section</u>
Request for Proposal	100
Request for Proposal Form	200
Agreement for Transmission and Distribution System	
Support Services	300
Performance Bond	400
Summary of the Work.....	500
Submittals	600
Environmental Compliance	700
Site Conditions and Requirements.....	800
Safety and Protection	900

SECTION 100
REQUEST FOR PROPOSALS (“RFP”)

1. NOTICE

The Colorado River Commission of Nevada (the “CRC”) is seeking proposals for Transmission and Distribution System Support Services, to carry out the CRC’s responsibilities under Nevada Revised Statutes (NRS) 538.161 and pursuant to paragraph 0326 (2) of the Nevada State Administrative Manual. Proposals are sought from qualified contractors that have an established record of providing construction and maintenance related support services to the electric utility industry. Respondents to this RFP are referred to herein as “Proponents”.

2. QUESTIONS REGARDING REQUEST FOR PROPOSAL

Questions concerning this Request for Proposal should be directed to:

Mr. Robert Reese
Colorado River Commission of Nevada
555 East Washington Ave, Suite 3100
Las Vegas, Nevada 89101-1065
Telephone: (702) 856-3611
Cell Phone: (702) 682-6972
Email: breeser@crc.nv.gov

3. QUALIFICATIONS AND EXPERIENCE

Proponent must be a licensed contractor in the State of Nevada with a sub-classification A-17 license, as provided in Nevada Administrative Code (NAC) 624.150(17) . The Proponent must provide evidence of this licensure with the proposal.

Proponent must have a minimum of five (5) years of experience on construction and maintenance of high-voltage transmission and distribution facilities. Documentation supporting the experience of each Proponent must be submitted with the proposal.

Proponent should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last five (5) years.

4. DUE DATE

Proposals submitted in response to this Request for Proposal must be received by 2:00 p.m., Pacific Standard Time, December 8, 2015, at the location designated in Section 200.

SECTION 200
REQUEST FOR PROPOSAL FORM

CONTRACT IDENTIFICATION:

Colorado River Commission of Nevada
Transmission and Distribution System Support Services
Contract No. SA-15-03

THIS PROPOSAL IS SUBMITTED BY:

(Proponent)

THIS PROPOSAL IS SUBMITTED AS FOLLOWS:

ONE (1) MASTER AND TWO (2) COPIES TO CRC AT:

Colorado River Commission of Nevada
555 East Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065
ATTENTION: ROBERT REESE

1. Proposal envelope should be clearly marked, “CONFIDENTIAL; REQUEST FOR PROPOSAL—CONTRACT NO. SA-15-03”.
2. The undersigned Proponent proposes and agrees to enter into the Agreement set forth in Section 300 with CRC for Transmission and Distribution System Support Services,.
2. Proponent accepts all of the terms and conditions contained in this Agreement, including without limitation those dealing with the disposition of security. This Proposal shall remain subject to acceptance by the CRC for ninety (90) days after the day it is received by the CRC. CRC shall, within ninety (90) days after the date of opening Proposals, notify the successful Proponent by a notice of award in writing. Proponent shall sign and submit the Agreement with the Bond and other documents required by the Agreement within fifteen (15) days after the date of CRC’s notice of award.
3. In submitting this Proposal, Proponent represents that:
 - (a) Proponent is familiar with and has satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the support services.
 - (b) Proponent is familiar with and has satisfied itself as to all federal, state, and local laws and regulations that may affect the cost, progress, performance, and furnishing of the services. If awarded the Agreement, Proponent agrees to comply with all federal, state,

municipal laws, codes or regulations applicable to the performance of work under the Agreement.

- (c) The Agreement is sufficient to inform Proponent of all its terms and conditions for performing services for which this Proposal is submitted.
- (d) Proponent's fee for overhead and profit shall not exceed an amount equal to _____ (____) percent of the cost of the Work. (see §3.3 in Section 300)
- (e) Proponent has given CRC written notice of all exceptions and/or assumptions, ambiguities, clarifications and errors that Proponent has discovered in the RFP.
- (f) If an exception and/or assumption requires a change in the terms in any section of the RFP, the Agreement, or any incorporated documents, Proponent must provide the specific language that is being proposed in the tables below. If Proponent does not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. In order for any exceptions and/or assumptions to be considered they MUST be documented below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

Proponents MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

- (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation.

- (h) Proponent has not directly or indirectly induced or solicited any other Proponent to submit a false or sham Proposal. Proponent has not solicited or induced any person, firm, or corporation to refrain from proposing. Proponent has not sought by collusion to obtain for itself any advantage over any other Proponent or over CRC.
4. Proponent agrees to coordinate the performance of services with CRC, to the CRC's satisfaction.
 5. This Agreement is non-exclusive.
 6. The CRC reserves the right to make one award or multiple awards.
 7. The CRC reserves the right to reject all nonconforming, nonresponsive, unbalanced or conditional Proposals and to reject the Proposal of any Proponent if the CRC believes that it would not be in the best interest of the CRC to make an award to that Proponent.
 8. The Proponent understands the only duty of payment by the CRC to the Proponent, prior to execution of a contract, if any, shall be for reimbursement of the Proponent's cost to obtain a performance bond as specified in the Agreement.
 9. The terms used in this Proposal are defined in the Agreement and have the meanings assigned to them therein.

SIGNATURE OF PROPONENT

Business Name:	
Signature of Authorized Representative:	
Printed Name and Title:	
Sub-classification A-17 license number	
Business Address:	
Phone:	
Fax:	
Email:	
Date:	

SECTION 300
CONTRACT NO. SA-15-03
FOR
TRANSMISSION AND DISTRIBUTION SYSTEM
SUPPORT SERVICES

THIS CONTRACT is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRC" and _____, hereinafter referred to as the "Contractor", to carry out the CRC's responsibilities under Nevada Revised Statutes (NRS) 538.161, and pursuant to paragraph 0326 (2) of the Nevada State Administrative Manual. The CRC and the Contractor are sometimes individually referred to as "Party" and collectively referred to as the "Parties" herein.

ARTICLE 1 PERFORMANCE OF THE WORK. For and in consideration of the terms and conditions stated herein, the Contractor agrees to perform work on the CRC's high voltage transmission and distribution facilities as requested by the CRC and as to be agreed upon by the CRC and the Contractor in a written Task Authorization, hereinafter referred to as the "Work". The Contractor further agrees to complete all the Work in a good and workmanlike manner, and to furnish all materials, equipment, tools and labor necessary to properly perform and complete the Work.

ARTICLE 2 CONTRACT DOCUMENTS. The "Contract Documents" shall include this Contract and the attached specifications, and any written Task Authorization executed by the CRC and the Contractor. All such documents are hereby incorporated by reference as though fully set forth herein.

ARTICLE 3 TASK AUTHORIZATION. Work under this Contract shall not be performed except as authorized by and in compliance with separate written Task Authorizations. Each Task Authorization shall contain (1) a detailed description of the Work to be performed by the Contractor, (2) a detailed breakdown of costs to be paid by the CRC to the Contractor for performance of the Work, and (3) a schedule identifying the timeframe under which the Work is to be completed.

§3.1 The description of the Work shall identify any materials, tools or equipment to be furnished by the CRC. The description of the Work shall indicate the availability of utility services that may be provided by the CRC for use by the Contractor during the performance of the Work. If not mentioned, the Contractor should assume no utility services will be provided by the CRC. The description of work shall further identify the availability of material and equipment storage areas, if any, for use by the Contractor during the performance of the Work. If not mentioned, the Contractor should assume no material and equipment storage areas will be provided by the CRC.

§3.2 The breakdown of costs may provide for (1) lump sum payment(s) by the CRC to the Contractor for the cost of the Work and the Contractor's fee for overhead and profit (hereinafter referred to as "Lump Sum Basis"), or (2) payment for the cost of the Work and the Contractor's fee for overhead and profit on a per unit of work basis (hereinafter

referred to as “Per Unit Basis”), or (3) the actual cost of the Work plus a fee for the Contractor’s overhead and profit (hereinafter referred to as “Cost Plus Basis”).

- §3.3 The cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work, including mobilization and demobilization. The Contractor’s fee for overhead and profit shall not exceed an amount equal to _____ () percent of the cost of the Work. Contractor travel and meal expense reimbursement is subject to the guidelines of the State of Nevada.
- §3.4 Each Task Authorization shall be signed by the CRC’s Representative and by the Contractor’s Representative. The Contractor shall not proceed with the Work until such time as the Task Authorization has been executed by both the CRC and the Contractor.
- §3.5 Without invalidating the Contract and without notice to the surety, the CRC may, at any time or from time to time, order additions, deletions or revisions in the Work within the scope of a written Task Authorization. Such additions, deletions or revisions shall be authorized by a revised written Task Authorization. Upon receipt of any such document, the Contractor shall promptly sign the revised written Task Authorization and provide it to CRC, and then proceed with the Work involved, which shall be performed under the conditions of the Contract Documents, unless otherwise specifically provided.

ARTICLE 4 CONSIDERATION. For and in consideration of the Contractor's performance of the Work and for furnishing all materials and labor necessary thereto, CRC shall pay Contractor for completed items of Work in the manner and under the conditions set forth in a written Task Authorization. Payments will be net sixty (60) days after receipt of a properly itemized invoice.

- §4.1 The Contract Price to be paid the Contractor under this Contract shall not exceed **FOUR HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$450,000.00)**, unless such amount is increased by amendment of this Contract by the CRC and the Contractor. The Contract Price shall include \$4,500.00 as the cost of the Performance Bond required pursuant to ARTICLE 16. Within sixty (60) days after notice of the contract award, the Contractor shall submit an invoice to the CRC for the cost of the Performance Bond required hereunder.
- §4.2 For Work to be paid on a Per Unit Basis, the determination of the actual quantities of unit price Work completed by the Contractor shall be made by the CRC.
- §4.3 For Work to be paid for on a Cost Plus Basis, the Contractor shall establish and maintain records thereof in accordance with generally accepted accounting practices and shall submit an itemized cost breakdown together with supporting data to the CRC to establish the cost of the Work. The CRC may audit the Contractor's records related to such costs during customary business hours.
- §4.4 Under no circumstance shall the straight-time or over-time labor rates charged the CRC for Work performed on a Cost Plus Basis exceed the straight-time or over-time labor

rates charged by the Contractor for the same crafts for Work performed on a Lump Sum Basis or a Per Unit Basis under this Contract.

§4.5 Fees charged by the Contractor for Work performed on a Lump Sum Basis, Per Unit Basis and Cost Plus Basis shall include amounts considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.

§4.6 Fees charged by the Contractor for Work performed on a Lump Sum Basis, Per Unit Basis and Cost Plus Basis shall include the Contractor's cost and expense to obtain and pay for insurance, all permits and licenses specified in Section 500, any and all charges assessed by governmental, or regulatory agencies and all other fees and charges assessed the Contractor by third parties for performance of the Work.

ARTICLE 5 CONTRACT EFFECTIVE DATE AND TERM. This Contract shall be effective on the date of its execution and shall remain in effect until _____, 20__ unless terminated earlier in accordance with ARTICLE 20.

ARTICLE 6 CRC'S REPRESENTATIVE. The CRC's Representative shall be Mr. Robert Reese, Assistant Director of Engineering and Operations. The CRC's Representative shall be authorized to sign written Task Authorizations on behalf of the CRC, to specifically request that the Contractor perform individual services under this Agreement, and to implement those provisions of the Contract Documents not requiring specific authorization of the CRC's statutory commission. The CRC's Representative may designate any other employee of the CRC to perform his responsibilities under this Contract. The CRC's Representative contact information is found in ARTICLE 22.

ARTICLE 7 CONTRACTOR'S REPRESENTATIVE. Within ten (10) days following execution of this Contract by the Contractor, the Contractor shall identify in writing the Contractor's Representative. The Contractor's Representative shall be authorized to sign written Task Authorizations on behalf of the Contractor and to act fully on behalf of the Contractor. The Contractor may change or designate another individual as its Contractor's Representative by written notice to the CRC.

ARTICLE 8 CONTRACTOR'S LICENSE. Contractor must be licensed in the State of Nevada with a sub-classification A-17 license, as provided in Nevada Administrative Code (NAC) 624.150(17). The Contractor must, at all times during the term of this Contract, comply with all the applicable licensing requirements. The Contractor's subcontractors providing services under these Contract Documents shall also, at all times during their employment by the Contractor, be licensed contractors in the State of Nevada. The Contractor, and the Contractor's subcontractors, shall provide copies of their licenses to the CRC prior to beginning Work, and upon CRC request thereafter.

ARTICLE 9 SUPERVISION AND PERSONNEL. The Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in a safe manner and in

accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures used by the Contractor to perform the Work. The Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

§9.1 The Contractor shall provide at all times during the Work a competent resident Superintendent, Project Manager, or General Foreman (On-Site Manager). All communications given to and by the On-Site Manager shall be binding on the Contractor. Whenever the On-Site Manager is not present at any particular Work site, he shall designate a person in charge (Acting On-Site Manager). Any information given to and by the Acting On-Site Manager shall be as binding as if given to the On-Site Manager.

§9.2 The Contractor shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

ARTICLE 10 DRAWINGS AND DOCUMENTS. The CRC shall provide the Contractor with access to the necessary drawings, schematics, one-line diagrams, instruction manuals, relay settings and related documents associated with the facilities or equipment to be operated or repaired hereunder. Copies of documents obtained by the Contractor pursuant to this Contract shall be considered confidential and shall not be used for other than their intended purpose. Copies of documents obtained pursuant to this Contract shall be returned to the CRC upon termination of this Contract.

ARTICLE 11 INSPECTION. All Work performed by the Contractor shall be inspected by the CRC and nonconforming or defective Work and any safety hazards in the work area shall be noted and promptly corrected by the Contractor. The CRC shall be permitted access to all parts of the Work. The presence of the CRC, however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is the responsibility of the Contractor. No act or omission on the part of the CRC shall be construed as relieving the Contractor of this responsibility. Inspection of Work later determined to be nonconforming shall not be cause or excuse for acceptance of the nonconforming Work.

ARTICLE 12 DEFECTIVE WORK. The term "defective" is used in these documents to describe Work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract, or not meeting the requirements of any inspection, test, approval, or acceptance required by law or the Contract Documents.

§ 12.1 If required by the CRC, the Contractor shall promptly correct all defective Work for up to one year after completion of the Work to the satisfaction of the CRC, and bear all costs of repair or replacement of the defective work. Satisfactory repair or replacement of the Work which is approved by the CRC shall be the sole and exclusive remedy of the CRC for claims arising from the defective Work.

ARTICLE 13 SUBCONTRACTORS. The Contractor shall not subcontract any portion of the Work under this Contract without the prior written consent of the CRC.

ARTICLE 14 TAXES. The Contractor shall promptly pay all taxes that are lawfully assessed against the Contractor in connection with the Work.

ARTICLE 15 UNEMPLOYMENT COMPENSATION. The Contractor shall at all times comply with the requirements of Nevada Revised Statutes (NRS) 612 (Unemployment Compensation).

ARTICLE 16 INSURANCE, BONDS AND INDEMNIFICATION.

§ **16.1 General.** The Contractor shall obtain, at its own expense, all insurance and surety bonds as required in this section. The types of insurance and surety bonds to be obtained are Workers' Compensation, Employers' Liability, Automobile Liability, Commercial General Liability, and Performance Bonds, as outlined in the following portions of this section. The Workers' Compensation, Employers' Liability and Automobile Liability insurance shall be maintained in force for the full period of this Contract. The Commercial General Liability insurance shall be maintained in force for the full period of this Contract and for one year thereafter.

§ **16.2 Generally Accepted Professional Practices.** The services provided and/or procured by the Contractor pursuant to this Contract shall be in accordance with generally accepted applicable professional practices and principles. The insurance, bond and indemnification required by this Contract shall be in addition to Contractor's duty to perform this Contract and are cumulative to any other right of indemnification or contribution, which the CRC may have in law, equity or otherwise and shall survive the completion of Contractor's performance of the Work.

§ **16.3 Insurance Requirements.** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, and Contractor's agents, representatives, employees or subcontractors.

The insurance requirements herein are requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the Work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

§ **16.4 Review and Approval.** Insurance documents must be submitted for review and approval by the State prior to the commencement of Work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this

Contract. Any modification or variation from the insurance requirements in this Contract shall be made by the State Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

§ 16.5 Indemnification Clause. The Contractor agrees to indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the Work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the Work performed by the Contractor for the State.

§16.6 Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability in the amounts stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

§16.6.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability coverage.

§16.6.2 Minimum Requirements:

- | | |
|---------------------------------------------|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

§16.6.3 Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

§16.6.4 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

§16.6.5 Professional Liability (Errors and Omissions Liability). The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

§16.6.5.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

§16.7 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

§16.7.1 On insurance policies where the State of Nevada, Colorado River Commission of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

§16.7.2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

§16.7.3 Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

§16.8 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after prior written notice has been given to the State, per policy provisions. Such notice shall be sent directly to **Mr. Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065.**

§16.9 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Nevada with an “A.M. Best” rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

§16.10 Verification of Coverage. Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

§16.10.1 All certificates and any required endorsements are to be received and approved by the State before Work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of Work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

§16.10.2 All certificates required by this Contract shall be sent directly to **Mr. Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065.** The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

§16.11 Subcontractors. Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

§16.12 Industrial Insurance. The Contractor, and the Contractor's subcontractors, shall also shall procure, and maintain in force during the term of this Contract, industrial insurance as required under Nevada Industrial Insurance Act, NRS 616 and NRS 617, for all of their employees providing services pursuant to this Contract. In the event any class of employees engaged in any Work pursuant to this Contract is not protected under the Nevada Industrial Insurance Act, then the Contractor shall provide to the CRC, adequate insurance coverage in a form and by an insurance carrier satisfactory to the CRC for the protection of such employees.

§16.13 Waiver of Subrogation. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from Work/materials/equipment performed or provided by or on behalf of the Contractor.

§16.14 Primary Insurance. In the event of any claim under this contract by a third party for loss for which Contractor has indemnified the State of Nevada, the insurance policies of

the Contractor shall be primary insurance as respects any of the CRC's insurance whose insurance shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying primary coverage.

§16.15 Deductibles and Self-Insured Retentions. Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

§16.16 CRC's Right to Obtain Insurance. If the Contractor fails to procure and/or maintain insurance as required herein, the CRC shall have the right, in addition to other rights or remedies, if the CRC so chooses, to procure and/or maintain the said insurance for and in the name of the Contractor with the CRC as co-insured and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and/or maintain such insurance. In the event the Contractor fails to pay such costs, the CRC shall have the right to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.

§16.17 Performance Bond. The Contractor shall furnish with the executed Contract, a Performance Bond in the amount of the Contract Price as security for faithful performance of all Contractors' obligations under this Contract. The Contractor shall maintain that Performance Bond in effect during the term of this Contract and for one year thereafter. The Performance Bond shall be executed by a surety or sureties included in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 by the Audit Staff Bureau of Government Financial Operations, U.S. Treasury Department". A certified copy of agent's authority to act must accompany a Bond signed by an agent. Only surety companies authorized to do business in, and having an agent for services of process in the State of Nevada will be acceptable. If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Nevada ceases to meet the requirements of the preceding paragraph, the Contractor shall within ten (10) days thereafter substitute another Bond and Surety, both of which must be acceptable to the CRC.

ARTICLE 17 DISCRIMINATION. The Contractor shall not, during its performance of this Contract, discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age, including, but not limited to, the following: employment, upgrading, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by the Contractor shall constitute a material breach of this Contract.

ARTICLE 18 DISPUTES. Controversies arising out of this Contract shall be resolved pursuant to the jurisdiction and substantive law of the courts of competent jurisdiction of the State of

Nevada, or upon the concurrence of the Parties, in accordance with and pursuant to the procedures of the Uniform Arbitration Act, NRS 38.015 through 38.205.

ARTICLE 19 FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

ARTICLE 20 CONTRACT TERMINATION.

§20.1 Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

§20.2 State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the CRC's customers, the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

§20.3 Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

§20.3.1 If Contractor fails to provide or satisfactorily perform any of the conditions, Work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

§20.3.2 If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

§20.3.3 If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

§20.3.4 If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

§20.3.5 If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

§20.3.6 If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

§20.4 Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in ARTICLE 21, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

§20.5 Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

§20.5.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

§20.5.2 Contractor shall satisfactorily complete Work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

§20.5.3 Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

ARTICLE 21 WAIVER OF CLAIMS. The CRC's making and the Contractor's acceptance of final payment shall constitute a waiver of all claims by the CRC against the Contractor and the Contractor against the CRC, except claims arising from unsettled liens, from defective Work, or from failure to comply with the Contract or the terms of any special guarantees specified therein. The CRC's making and the Contractor's acceptance of final payment shall not constitute a waiver by the CRC of any rights in respect of the Contractor's continuing obligations under the Contract, nor a waiver of those claims previously made in writing and still unsettled.

ARTICLE 22 NOTICES. Any notice, demand, or request required or authorized by this Contract to be served, given or made shall be deemed properly served, given or made if delivered

in person, by electronic mail or sent by certified mail, postage prepaid, to the persons specified below:

If to the Colorado River Commission:

Robert Reese
Assistant Director of Engineering and Operations
555 E. Washington Ave., Suite 3100
Las Vegas, NV 89101
Phone: (702) 856-3611
Fax: (702) 486-2695
Email: breese@crc.nv.gov

If to _____:

Name _____
Title _____
Address _____
Phone: _____
Fax: _____
Email: _____

Either Party may at any time, by written notice to the other Party, designate different or additional persons or different addresses for the giving of notices, demands or requests hereunder.

ARTICLE 23 SUBMISSION OF CLAIMS. Should the CRC or the Contractor suffer injury or damage to person or property because of any error, omission, or act of the other Party or of any of the other Party's employees or agents or others for whose acts the other Party is legally liable, claim will be made in writing to the other Party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

ARTICLE 24 ASSIGNMENT OF CONTRACT. The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the CRC. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract but any assignment or other transfer of this Contract shall not relieve the Parties of any obligation hereunder.

ARTICLE 25 NEVADA PREVAILING WAGE. The Contractor agrees to abide by the State of Nevada prevailing wage and agrees that this shall be the minimum wage paid to each employee. The Contractor may pay a higher rate of pay at his/her discretion. Zone rates may not be applicable as the Contractor's employees may be reporting to work at the Contractor's location, which may be within the Zone radius. Contractor also agrees that any and all subcontractor(s) shall conform to this requirement. Because prevailing wage rates are subject to change, it is the Contractor's responsibility to ensure that it is aware of and uses the most current published prevailing wage rate.

ARTICLE 26 SEVERABILITY. Should any provision of this Contract for any reason be declared invalid or unenforceable by final and applicable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Contract had been executed without the invalid portion. In the event any provision of this Contract is declared invalid, the Parties shall promptly renegotiate to restore this Contract as near as possible to its original intent and effect.

ARTICLE 27 SURVIVAL. Any provision of this Contract that expressly or by implication comes into or remains in force following the termination or expiration of this Contract shall survive the termination or expiration of this Contract.

ARTICLE 28 PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

ARTICLE 29 INSPECTION & AUDIT

§29.1 Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

§29.2 Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying, provided that CRC shall not have the right to inspect or audit the makeup of any fixed fee, lump sum, unit price, percentage markup, multiplier or any other fixed form of compensation, except to verify that Contractor has applied such items properly to the Work it performs under this Contract. at any office or location of Contractor where such records may be found The inspection or audit may take place with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General’s Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

§29.3 Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is schedule or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE 30 AUTHORITY TO EXECUTE. Each individual signing this Contract represents and warrants that the Party represented has duly authorized such individual to execute this Contract with the intent that the Party be bound and obligated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

[CONTRACTOR]

**COLORADO RIVER COMMISSION
OF NEVADA**

[NAME] Date
[TITLE]

Jayne Harkins, P.E. Date
Executive Director

Approved as to form:

Ann C. Pongracz Date
Special Counsel to the
Colorado River Commission of Nevada

**SECTION 400
PERFORMANCE BOND**

Any regular reference to Contractor, Surety, CRC or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

CRC (Name and Address):

Colorado River Commission
of Nevada
555 E. Washington Avenue
Suite 3100
Las Vegas, Nevada 89101

CONTRACT

Date:

Amount: \$ _____
Description: Contract SA-15-03,
Transmission and Distribution System
Support Services, Clark County, Nevada

CONTRACTOR AS PRINCIPAL (Seal below)

Company:

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

BOND

Date (Not earlier than Contract Date):

Modifications to this Bond Form: _____

SURETY (Seal below)

Company:

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CRC for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no CRC Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The CRC has notified the Contractor and the Surety at its address described in Paragraph 9 below, that the CRC is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the Contractor and Surety, to be held not later than fifteen (15) days after receipt of such notice, to discuss methods of performing the Contract. If the CRC, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the CRC's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The CRC has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The CRC has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the Contract with the CRC.
4. When the CRC has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with the consent of the CRC, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the CRC for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the CRC and the contractor selected with the CRC's concurrence, to be secured with a performance bond executed by a qualified Surety equivalent to the bond issued on the Contract, and paid to the CRC the amount of damages as described in Paragraph 6 of the Balance of the Contract Price incurred by the CRC resulting from the Contractor's Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the CRC and, as soon as practicable after the amount is determined, tender payment therefore to the CRC; or

2. Deny liability in whole or in part and notify the CRC citing the reasons therefore. If the Surety does not proceed as provided in Paragraph 4, with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of an additional written notice from the CRC to the Surety demanding that the Surety perform its obligations under this Bond, and the CRC shall be entitled to enforce any remedy available to the CRC. If the Surety proceeds as provided in Subparagraph 4.4, and the CRC returns the payment tendered or the Surety has denied liability, in whole or in part, without further notice the CRC shall be entitled to enforce any remedy available to the CRC.
5. After the CRC has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the CRC shall not be greater than those of the Contractor under the Contract and the responsibilities of the CRC to the Surety shall not be greater than those of the CRC under the Contract. To the limit of the amount of this Bond, but subject to commitment by the CRC of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 5.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under paragraph 4; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
6. The Surety shall not be liable to the CRC or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the CRC or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is performed under the Contract and shall be initiated within two years after Contractor's Default, or within two years after the Contractor ceased working, or within two years after the Surety refuses or fails to perform its obligation under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum of limitation available to sureties as a defense in the jurisdiction of the court shall be applicable.
9. Notice to the Surety, the CRC or the Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory or other legal requirement in

the location where the Work is performed any provision of this bond conflicting with such statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by the CRC to the Contractor under the Contract after all proper adjustments have been made, including allowances to the Contractor of any amounts received or to be received by the CRC in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
- 11.2 Contract: The agreement between the CRC and the Contractor identified on the signature page including all the Contract documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 CRC Default: Failure of the CRC, which has neither been remedied nor waived, to pay the Contractor or to perform in complete or comply with the other terms thereof.

SECTION 500

SUMMARY OF THE WORK

1. System Description

The Colorado River Commission of Nevada (CRC) owns, operates and maintains a high voltage transmission and distribution system consisting of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, seven 69/4.16-kV substation, 32 miles of 230-kV transmission lines, 5 miles 69-kV overhead transmission lines, eleven miles of 69-kV underground transmission lines and other related facilities in Clark County, Nevada. In addition, the Commission is responsible for the operation and maintenance of six additional substations owned by the Southern Nevada Water Authority and three owned by the Clark County Water Reclamation District.

2. Work Under This Contract

The purpose of this Contract is to provide a mechanism under which the CRC can request minor construction and maintenance related support services from the Contractor on an as requested basis. When minor construction or maintenance related tasks are identified by the CRC, the CRC shall prepare a written Task Authorization describing the Work to be performed and the time period during which the Work is to be completed. The Contractor shall then be requested to provide a detailed cost estimate for the Work. The Contractor shall determine if it is qualified and capable of performing the Work. If the Contractor agrees to perform the Work and if the Contractor and the CRC agree upon the cost of the Work, the Task Authorization shall be finalized and executed by both Parties. Once signed by both Parties, the Contractor shall complete the Work as detailed in the Contract Documents.

A Project Labor Agreement (PLA) will be used for work under this contract.

There is no guarantee by the CRC regarding the amount of Work that the Contractor will be requested to perform during the term of this Contract.

3. Work by the CRC

- 3.1 The CRC will perform all switching at substation facilities in support of the Work by the Contractor.
- 3.2 The CRC will provide reasonable access to the transmission and distribution facilities, 7:00 a.m. to 5:00 p.m., Monday through Friday during periods which work has been scheduled.
- 3.3 The CRC may provide 120/240 volt station service power when indicated in a written Task Authorization.

- 3.4 The CRC, subject to availability, may provide a designated area for Contractor's use to store tools, equipment and materials as indicated in a written Task Authorization.
- 3.5 The CRC will provide drawings and technical data related to its transmission and distribution system to the Contractor as necessary in order for the Contractor to perform the Work. Copies of documents obtained pursuant to this Contract shall be returned to the CRC upon termination of this Contract.

SECTION 600 SUBMITTALS

1. General Information

- A. Submittals, if any, to be provided by the Contractor for the Work to be performed shall be identified in each individual written Task Authorization.
- B. Submittal Types:
 - 1. Compliance Submittals are shop drawings, product data, and samples that are prepared by the Contractor and submitted by the Contractor to the CRC as a basis for approval. The Contractor shall not proceed with the Work affected by or related to a Compliance Submittal until the CRC has approved such submittal.
 - a. Shop drawings include custom-prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information applicable to this Project.
 - b. Product data includes standard printed information on materials, products and systems; not custom-prepared for this Project, other than the designation of selections from available choices.
 - c. Samples include both fabricated and un-fabricated physical examples of materials, products, and Work; both as complete units and as smaller portions of units of testing and analysis.
 - 2. Procedure Submittals are narrative descriptions and/or drawings provided by the Contractor describing the methods, techniques, equipment and processes to be used to complete all or some portion of the work. The CRC shall review Procedure Submittals, but such review shall not relieve the Contractor of its responsibility to determine its own means and methods for the Work.
- C. Submittals shall be of the quality for legibility and reproduction purposes. Every line, character and letter shall be clearly legible. Drawings such as reproducibles shall be useable for further reproduction to yield legible hard copies.
- D. All words and dimensional units shall be in the English language.
- E. Submittals shall be complete with respect to dimensions, design criteria, materials of construction, and other information specified to enable the CRC to review the information effectively.
- F. The CRC may copy and use for internal operations and staff training purposes any and all submittals required by this Contract and approved for final distribution, whether or not such documents are copyrighted, at no additional cost to the CRC. If permission to copy any such submittal for the purposes stated is unreasonably

withheld from the CRC by the Contractor or any Subcontractor, manufacturer, or Supplier, the Contractor shall provide 5 copies to be submitted for approval.

2. Compliance Submittals

The Contractor shall submit a Compliance Submittal for the following items:

1. Required Compliance Submittals, if any, shall be specified in each written Task Authorization.

Except as otherwise specified, transmit all Compliance Submittals in the quantity as follows:

- a. Initial Submittal – Two (2) copies to the CRC. One (1) copy will be returned to the Contractor.
- b. Resubmittals – Two (2) copies to CRC. One (1) copy will be returned to the Contractor.
- c. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and its full range of color, texture, and pattern.

The CRC will review and return Compliance Submittals with appropriate notations. The CRC's review action stamp will appear on all Compliance Submittals of the Contractor when returned by the CRC. The CRC's acceptance of Compliance Submittals will not relieve the Contractor from his responsibility as stated in the Contract.

3. Procedure Submittals

The Contractor shall submit a Procedure Submittal for the following items:

1. Required Procedure Submittals, if any, shall be specified in each written Task Authorization.

Except as otherwise specified, transmit all Compliance Submittals in the quantity as follows:

- a. Initial Submittal – Two (2) copies to the CRC. One (1) copy will be returned to the Contractor.
- b. Resubmittals – Two (2) copies to CRC. One (1) copy will be returned to the Contractor.

SECTION 700 ENVIRONMENTAL COMPLIANCE

1. CRC Furnished Permits

The CRC maintains a Stormwater Discharge Permit from the Nevada Division of Environmental Protection for the facilities in question. The Contractor must abide by the terms of this permit during the performance of the Work.

2. Contractor Furnished Permits

The Contractor shall be required to obtain all other necessary permits and approvals for the Work including but not limited to a dust control permit from the Clark County Health District, any required permits of the Nevada Division of Environmental Protection, any necessary fuel storage permits, and all required permits for equipment and material transport.

3. Environmental Compliance

The Contractor shall perform and complete the Work in compliance with all U.S. Environmental Protection Agency, U.S. Department of Transportation, U.S. Occupational Safety and Health Administration, Federal Energy Regulatory Commission regulations and any other federal, state, or local statutes, laws and regulations governing the handling, use, storage, conveyance or disposal of hazardous materials, petroleum products, and solid or hazardous wastes.

The CRC shall not be responsible for any asbestos, PCBs, petroleum, hazardous waste or radioactive material brought to the CRC's property by the Contractor, its subcontractors, suppliers or anyone else for whom the Contractor is responsible.

4. Chemicals

All chemicals used in the Work whether cleaner, solvent, soil sterilant, pesticide, disinfectant, polymer, or reactant, or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. The Contractor's use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

The Contractor shall provide the CRC with copies of Material Safety Data Sheets (MSDS) for all chemicals utilized by the Contractor in performance of the Work.

5. Waste and Spilled Materials

During the course of the Work, the Contractor shall keep CRC's premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. Contractor shall place all litter, trash, and garbage in scavenger-proof, resealable containers. Containers shall be promptly emptied when full.

The Contractor shall clean up and properly dispose of any oil, fuel, and other equipment leaks at the time of their occurrence. Service and maintenance vehicles shall carry bucket and absorbent pads to absorb leaks and spills. The Contractor shall notify the CRC of any spills, leaks, waste accumulation, or hazardous material problems at the time of their occurrence and shall stop all Work in connection with any such spill, leak, waste accumulation or hazardous condition (except in an emergency) until the Contractor and the CRC agree that the Work should recommence.

The Contractor shall clean up, dispose, verify, and provide certificates of destruction of any spilled, regulated waste that is a result of Contractor's activity, and shall be completely financially responsible therefore. The Contractor shall be deemed to be the generator of any regulated waste. Regulated waste shall be that waste regulated under the Toxic Substances Control Act, Resources Conservation and Recovery Act or other environmental law of the United States, the State of Nevada or any other governmental entity. Regulated waste shall also include all petroleum products or other chemicals used during activities related to this Contract. The Contractor shall supply a written work plan prior to cleanup activities.

6. Spill Prevention Control & Countermeasure Plans

If it is necessary to process or transfer any oil from the CRC's equipment, the Contractor shall supply a written Spill Prevention Control & Countermeasures (SPCC) plan prior to commencement of this activity.

7. Final Cleanup

At the completion of the Work, the Contractor shall promptly remove all waste materials, rubbish and debris generated by the Contractor from and about the premises as well as all of the Contractor's tools, appliances, construction equipment and machinery, and surplus materials.

SECTION 800

SITE CONDITIONS AND REQUIREMENTS

1. Substation Site Control

Control of the transmission and distribution facilities and all decisions related thereto shall remain with the CRC during performance of the Work by the Contractor. The Contractor shall comply with oral instructions of any switchmen or operator of the CRC while working on the CRC's facilities.

2. Utilities

Water is not available at the site of the Work. The Contractor shall be required to make arrangements with third parties for water, if any, necessary to complete the Work. The CRC may make available electric power at substation sites. Power shall generally be limited to 120 volts AC, protected by a 20-amp breaker and 240 volts AC, protected by a 30-amp breaker. Telephones are not available for Contractor use at the substations. The Contractor shall equip its on-site general foreman, foremen and those individuals designated as a Safety Watch with cellular telephones.

3. Temporary Sanitation Facilities

Permanent sanitation facilities are not available at the site of the Work. The Contractor shall furnish, install and maintain temporary sanitation facilities at each site of the Work during all periods during which the Contractor is performing the Work. The CRC shall approve the location of each sanitation facility. Sanitation facilities shall be of the chemical-aerated recirculation or combustion type, properly vented, fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material, and conforming to Part 1926 of the OSHA standards. The Contractor shall establish a regular collection of all sanitary and organic wastes.

4. Site Security

The substation sites and transmission line right-of-way should not be considered secure areas for storage of material, tools, or equipment. The Contractor shall retain responsibility and shall make all arrangements to provide site security if deemed necessary by the Contractor for protection of its material, tools and equipment.

5. Facility Access by Established Routes

The CRC will grant access to the sites of the Work at the time of authorization. Access to facilities located at the River Mountains Water Treatment Complex in Henderson, Nevada shall be through the maintenance entrance located on Burkholder Avenue. Access to the facilities located at the Alfred Merritt Smith Water Treatment Complex shall be through the Lake Mead Recreation Area. The Contractor shall make arrangements with the National

Park Service for a temporary access permit. The Contractor shall repair all roads, walkways, and other traffic areas damaged by the Contractor's activities. Access, other than by the designated roadways, will not be allowed.

Heavy equipment transit routes shall be approved in advance by the CRC and shall conform to any Federal, State, City and/or local ordinances.

Contractor shall ensure compliance with all easements and rights-of-way.

Unless directed otherwise, the Contractor shall not enter a substation site without the presence of the CRC's representative. The Contractor shall close all gates and doors, and return all keys to the CRC upon completion of the Work.

6. On-Site Parking

There is limited space available at each substation site for parking and overnight storage of Contractor materials, tools and equipment. Vehicles and rubber tire mounted equipment stored on site overnight shall be connected to the substation ground grid by a 4/0 copper ground clamped directly to the frame of the vehicle or equipment. Personnel vehicles of the Contractor's employees shall not be allowed within a substation fence at any time.

The Contractor shall be responsible to determine the need for and to obtain any additional area needed for storage of materials, tools, and equipment and for parking of Contractor employee vehicles.

7. Hours of Work

Unless otherwise approved by the CRC, hours of work shall be limited to 7:00 a.m. through 5:00 p.m., Monday through Friday.

Work shall not be performed on holidays observed by the State of Nevada, unless approved in advance by the CRC.

SECTION 900 SAFETY AND PROTECTION

1. Energized Facilities

Work by the Contractor shall be performed in, on or near energized, high voltage substations and transmission lines.

The Contractor shall provide a designated individual to serve as a “Safety Watch” on each crew working within an energized substation. The individual serving as the Safety Watch shall be present at all times a crew is within an energized substation and shall be a journeyman lineman or substation electrician. This individual may be the crew foreman if the foreman’s trade experience was as a journeyman lineman or substation electrician. This individual shall act on behalf of the Contractor to ensure the Contractor’s work practices and methods are carried out in a safe manner in full compliance with the requirements of this Contract and all applicable federal, state and local laws and regulations. The qualifications of the journeyman lineman or substation electrician shall be submitted to the CRC for approval before commencement of any work within a substation.

In addition to other applicable federal, state and local requirements, the Work in energized substations and on transmission lines shall be carried out in strict conformance with the latest edition of the “APPA Safety Manual.” The Contractor shall provide each crew working within an energized substation or on a transmission line a copy of the “APPA Safety Manual” which shall be retained for ready access during prosecution of the Work.

2. Overhead Electrical Lines

The Contractor shall comply with all legal requirements in NRS 455.200 through NRS 455.250 pertaining to activities to be performed near overhead electrical lines. Any liability or penalty incurred for violating the above referenced laws shall be borne strictly by the Contractor and the Contractor shall indemnify, defend and hold the CRC harmless from any such liability or penalty.

3. Clearances

The CRC shall perform switching operations to isolate portions of the substation facilities and transmission lines from energized bus and conductors where possible. Clearances shall be issued on a daily basis to the Contractor’s crew foreman who shall be required to lock-over the CRC’s locks and tags. The Contractor’s crew foreman must remain on-site until the clearance is released at the end of each workday.

4. Grounding

All excavation equipment and aerial lift type equipment, including manlifts and boom trucks, used within an energized substation shall be grounded to the substation ground grid by a 4/0 copper ground clamped directly to the frame of the vehicle or equipment.

All aerial lift type equipment, including manlifts and boom trucks, used for work on an energized or de-energized transmission lines shall be grounded by attachment to the tower ground or using a temporary ground rod driven at least twelve inches into the ground.

The Contractor shall submit to the CRC for review a detailed grounding plan for the Contractor's specific equipment and techniques to be used taking into account such factors as the use of insulated work platforms, buckets and other Contractor specific equipment that may affect the method of grounding.

5. Safety and Protection

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall give notices, erect and maintain all safeguards and comply with all laws, ordinances, regulations, codes and lawful orders of any public agency.

The Contractor shall comply with all applicable provisions of NRS 618.375 pertaining to Occupational Safety and Health.

6. Protection

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection and training to prevent damage, injury or loss to:

- all persons on the substation and transmission line sites or anyone who may be affected by the Contractor's Work;

- all the Work and materials and equipment to be incorporated therein, whether in storage on or off the substation sites or transmission line right-of-way;

- other property at the substations and transmission lines or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of the Work; and

- other property and people at the site or in proximity thereto which or who foreseeably may be injured by the Contractor's activities at the substations.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

7. Safety Representative

The Contractor shall designate a qualified and experienced safety representative, meeting the definition of OSHA competent person, at the substations whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The Safety Representative shall have the ability to recognize hazards and the authority to take corrective action.

8. Safety Program

Within thirty (30) days of the CRC's Notice to Proceed, the Contractor shall demonstrate compliance action with the requirements of Nevada Occupational Safety and Health Administration and all other applicable local, state and federal requirements by submitting a copy of all safety plans, programs and permits to the CRC. Such plans and permits shall include but is not limited to:

1. Safe Work Plan (job task analysis)
2. Emergency Plan
3. Rigging and Hoisting Plan
4. Fall Protection Plan.
5. Fire Protection Plan
6. Hazard Communication Program.
7. Designated Safety Watch

9. Safety Equipment

All of the Contractor's personnel shall wear hard hats meeting the requirements of ANSI Standard Z99.1 when performing work on the CRC's property.

Noise levels inside pumping plants of the Southern Nevada Water Authority exceed 100 db. The Contractor shall equip personnel performing work within any pumping plant of the Southern Nevada Water Authority with hearing protection that achieves a minimum 22 db noise reduction.

When working within the CRC's manholes the requirements of the Occupational Safety and Health Administration (OSHA) associated with confined space entry and work shall be applicable. The Contractor shall provide all air quality testing equipment, ventilation equipment, body harnesses, ladders, and related items. If respirators are needed, the employees shall be tested and monitored according to OSHA rules and regulations. While the work is being performed in manholes, a qualified employee of the Contractor trained in first aid and CPR shall be present. These are minimum

guidelines and the Contractor shall ensure that all aspects of the confined space entry comply with OSHA rules and regulations.

The Contractor shall provide all required safety equipment, training and supervision for its employees to ensure the Work is performed in a safe manner.

10. Special Training

The Contractor's personnel performing work at the CRC's Basic Substations shall be trained in the use of air purifying respirators. The Contractor shall provide each employee working at the substation sites with an air-purifying respirator for protection against hazardous vapors, gases and /or particulate matter. Respirators shall be approved by the National Institute of Occupational Safety and Health Administration (NIOSHI) and shall be suitable for use in workplaces regulated by the Occupational Safety and Health Administration (OSHA). Each respirator shall be equipped with an unopened, sealed cartridge for protection against chlorine, chlorine dioxide and hydrogen chlorine.

11. Fall Protection

The requirements of the Occupational Safety and Health Administration (OSHA) associated with fall protection and work from elevated platforms and buckets is applicable to the Work. The Contractor shall provide all body harnesses, lanyards, scaffolding, platforms ladders, and related items.